

GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Cooperative Sugar Factories – Appointment of certain Common Cadre Officers of
Coop. Sugar Factories on contract basis – Payment of remuneration - Orders –
Issued.

=====

INDUSTRIES & COMMERCE (SUGAR) DEPARTMENT

G.O.Ms.No. 190

Dated:21.12.2013.

Read the followings:

- 1) G.O.Rt.No.4271, Finance (SMPC) dept, Dt.01.11.2008.
- 2) Govt. Memo.No.11056/Sug/A2/2011, dt:29.01.2013.
- 3) Govt. Memo.No.11056/Sug/A2/2011, dt:24.07.2013.
- 4) From the CoS & CC, Lr.Rc.No.8934/2006/B1, dt.08.08.13 & 26.08.13.
- 5) From the Cos & CC, Lr.No.8934/2006/B1, Dt.07.11.2013.

--::o0o::--

ORDER

In the reference 2nd read above, the Commissioner of Sugar & Cane Commissioner, A.P., Hyderabad was accorded permission to obtain services of certain (35) Common Cadre Officers against the available vacancies in the Coop. Sugar Factories in the State, to utilize their services in the respective sugar factories, for a period of three years, which will be terminable at three months notice, duly following the guidelines issued by the Government from time to time in the matter. In the reference 3rd read above, the Commissioner of Sugar & Cane Commissioner, A.P., Hyderabad was requested to follow the procedure as per the guidelines issued by the Finance Department in the reference 1st read above.

2) After careful examination of the circumstances as explained in the letters from 4th & 5th read above, and keeping in view of the orders issued in the Govt. Memo. 2nd read above, the Government hereby by accord permission to the Commissioner of Sugar & Cane Commissioner, A.P., Hyderabad, to fix the consolidated remuneration of Rs.50,000/- in having obtaining the services against the vacancies of Chief Engineer/Chief Agricultural Officer/Chief Chemists; and Rs.40,000/- in having obtaining the services against the vacancies of Administrative Officer & Chief Personnel Officer/Chief Accounts Officer & Financial Controller, to utilize their services in the respective CSFs, on contract basis, for first year and by increasing the said remuneration by 10% for second and third consequent years, duly following the guidelines issued by the Government in the reference first read above and the instructions issued thereon.

3) The Managing Directors of concerned Cooperative Sugar Factories, shall supervise the performance of the individuals, so contracted against the (35) vacancies available in various cadre of certain Common Cadre Officers in various Coop. Sugar Factories and send appraisal reports to the Commissioner of Sugar & Cane Commissioner, A.P., Hyderabad. The draft contract agreement along with model appointment order as enclosed in the reference 5th read above is hereby approved.

4) The Commissioner of Sugar & Cane Commissioner, A.P., Hyderabad shall take necessary further action in the matter, accordingly.

[BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH]

K. PRADEEP CHANDRA
PRINCIPAL SECRETARY TO GOVERNMENT &
COMMISSIONER FOR INDUSTRIAL PROMOTION

To
The Commissioner of Sugar & Cane Commissioner, A.P., Hyderabad (w.e.).

Copy to :

The Finance (SMPC.II) Department.

The PS to Hon'ble M(MI,Sugar).

The PS to Prl. Secy. & CIP.

Sf/Scs.

//FORWARDED BY ORDER//

SECTION OFFICER

ANNEXURE -III

**PROCEEDINGS OF THE COMMISSIONER OF SUGAR & CANE COMMISSIONER
ANDHRA PRADESH, HYDERABAD**

PRESENT:_____//

Rc.No. 8934/2006/B1

Dated: -12-2013

Sub: Establishment-Common Cadre Officers of Cooperative Sugar Factories-
Appointment of Sri_____ as _____ on contract basis
and on consolidated pay – Orders - Issued.

Read: 1. Minutes dated 25-07-2013 of Selection Committee of Common Cadre
Officers on Contract basis.
2. This office intimation letter no.8934/2006/B1, dt:14-08-2013/
13-09-2013

\$\$\$

ORDER:

In persuasion of the references 1st & 2nd read above,
Sri_____is appointed as _____on
contract basis and on consolidated pay for a period of one year which may be
extended up to three years from time to time on the following terms and conditions:

- 1) This appointment is purely on contract basis and on consolidated pay
for a period of one (01) year at a time subject to renewal annually
for maximum period of three years and terminable at any time with
three (03) months notice without assigning any reasons thereon.
- 2) He must resign his present employment before taking up of the
contract appointment on consolidated pay as Common Cadre Officer.
- 3) He will be paid an amount of Rs._____per month in lumpsum for
the period of 1st year, Rs._____per month in lumpsum for the
period of 2nd year and Rs._____ per month in lumpsum for the
period of 3rd year instead of applying Pay Scales as mentioned
in the notification due to certain administrative reasons. He will not
be eligible for any other allowances, benefits etc., such as Dearness
allowances, other benefits etc.,
- 4) T.A. & D.A. will be paid while on official tour on par with the existing
Common Cadre Officers.
- 5) The Common Cadre Officer appointed on contract basis and on
consolidated pay shall execute a service bond on Rs.110/- Non
Judicial Stamp Paper in favour of the Commissioner of Sugar and
Cane Commissioner, A.P. Hyderabad in the enclosed proforma before
joining duty.
- 6) The Common Cadre Officer appointed on contract basis, on
consolidated pay are liable to be transferred from one Cooperative
Sugar Factory to other Cooperative Sugar Factory in the State.

P.T.O.

- 7) He is permitted to avail 12 days of casual leave per annum. He is not entitled to any other kind of leave such as Earned Leave, Medical Leave / Half Pay Leave, Surrender Leave etc.,
- 8) He shall be provided rent free Quarters, electricity and water. In case free accommodation is not provided, he will be paid 10% of the emoluments per month.
- 9) He will be held responsible for the loss if caused any to the Society due to his negligence in performing his duties and the same will be recovered from him.
- 10) He shall not divulge secrets relating to the business of the Employer/Cooperative Sugar Factory which are entrusted to him or disclose the transactions of its customers which came to his knowledge in the course of performance of his duties to any outsider to any other employee of the Cooperative Sugar Factory who is not connected with the said subject.
- 11) The Commissioner of Sugar shall have the right to terminate the Contract appointment with three months notice or three months salary in lieu thereof of three months notice. The Common Cadre Officer appointed on contract basis, on consolidated pay may relinquish his job by giving three months notice or by paying three months emoluments in lieu thereof.
- 12) The Commissioner of Sugar and Cane Commissioner reserves the right to alter/ modify /replace/change any of the conditions prescribed above for appointment of Common Cadre Officer on contract basis on consolidated pay in the Cooperative Sugar Factories.
- 13) He has to report to join duty with in 7 days time on receipt of the orders. If he is not reported to join duty within the prescribed time limit, it will be construed that he is not willing to accept the contract appointment and accordingly he will forfeit the opportunity.

COMMISSIONER OF SUGAR AND
CANE COMMISSIONER & CHAIRMAN OF THE
SELECTION COMMITTEE.

To:
Sri....
.....
.....

Copy to the MD, CSF.

for information & Necessary action.

PROFORMA

SERVICE AGREEMENT BETWEEN THE EMPLOYER & EMPLOYEE

The Memorandum of agreement this -----
- day of-----between the Commissioner of Sugar and Cane Commissioner, A.P. Hyderabad /Chairman of Selection Committee for Common Cadre Officers of Cooperative Sugar Factories as defined in the Andhra Pradesh Cooperative Societies Act 1964 and Rules framed thereunder and Bye-laws of Cooperative Sugar factory having his Registered office at Hyderabad (hereinafter called the Employer of the First Part) which expression, where the context so admits shall include his successors.

2. Sri _____ Son of _____
Resident of _____ Village, _____ (Post) _____
_____ District, Andhra Pradesh (hereinafter called the 'Employee') the second part which expression, where the context so admits shall include his heirs and assigns.

3. And Sri _____ Son of _____
Resident of _____, _____ District, Andhra Pradesh (hereinafter referred to as Surety of the Second Part) which expression, where the context so admits shall include his heirs and assigns by the surety.

4. And whereas the Selection Committee has selected the said employee on contract basis.

5. And whereas the Employee of his own free will and with the consent of his surety has agreed to serve Common Cadre for the Cooperative Sugar Factory on contract basis and on consolidated pay subject to the terms and conditions specified herein.

6. And whereas the Surety in consideration of the appointment of the said employee on contract basis and on consolidated pay has agreed to stand guarantee for the due fulfillment and observance of the terms and conditions specified herein.

7. Now these present witness and it is here by agreed to as follows.

(i) This agreement shall commerce from _____ the date on which the employee assumes charge of his duties and shall remain in force till it is duly terminated.

(ii) The employee is hereby appointed on contract basis and on consolidated pay as _____ at _____ Cooperative Sugars Factory _____, Department of the Employer that is First Part. The Chairman / Chief Executive of the Cooperative Sugar Factory will however at their discretion entrust the said employee such other duties as he thinks fit from time to time and in that event too the terms and conditions of all the provisions of the agreement will equally apply.

(iii) The Employee hereby agrees to serve the Common Cadre of the Cooperative Sugar Factory on contract basis and on consolidated pay for a minimum period of three (03) years from the date of joining

P.T.O.

- (iv) In case the employee commits breach of the agreement, the employee and surety are jointly and severally liable for payment of Rs.1,00,000/- towards compensation, which is the bond amount. This bond amount exclude the notice salary that is of three months.
- (v) The employee shall from the date of the commencement of the agreement until the same shall be determined as hereinafter provided and subjected to the stipulations hereinafter expressly stated obey and abide by all the Rules, Regulations, service conditions and other Orders of the Chief Executive, who is the authorized representative of the Commissioner of Sugar and Cane Commissioner from time to time and diligently and faithfully discharge his duties as _____ on Contract basis.
- (vi) The employee shall not divulge secrets relating to the business of the Employer/Cooperative Sugar Factory which are entrusted to him or disclose the transactions of its customers which came to his knowledge in the course of performance of his duties to any outsider to any other employee of the Cooperative Sugar Factory who is not connected with the said subject.
- (vii) The conditions of appointment of the employee in the Common Cadre of Cooperative Sugar Factory on contract basis, on consolidated pay as contained in the appointment order issued by the Commissioner of Sugar and Cane Commissioner / Chairman, Selection Committee hereby shall be binding on the employee and his surety.
- (viii) Termination of service of the employee by the Chairman / Chief Executive of the Cooperative Sugar Factory on the express permission / instructions of the Commissioner of Sugar and Cane Commissioner by way of discharge or dismissal for any reason, abandonment of service by the employee on any ground including medical grounds and any other grounds not specified herein will amount to breach of contract and if his termination takes place within a period of 3 years, the employee is deemed to have left the service of the Cooperative Sugar Factory and he or his surety are liable to pay the amount as per the agreement even if the employee resigns from service before the expiry of the stipulated period and he is either accepted or not accepted, he will be liable to pay the compensation amount as per this agreement.
- (ix) Notwithstanding any thing contained herein, the Commissioner of Sugar and Cane Commissioner reserves the right to terminate the service of the employee with three months notice or payment of three months salary in lieu thereof, without assigning any reasons.
- (x) The employee further agrees that if he leaves the service of Common Cadre of Cooperative Sugar Factory appointed on contract basis and on consolidated pay before expiry of the agreed period of three years without giving prior notice of three months he shall be liable to pay not only the bond amount and also further agrees

to pay the amount equivalent to three months salary. The employee further agrees that he shall not leave the Common Cadre of the Cooperative Sugar Factory appointed on contract basis, on consolidated pay during the crushing season either during the agreement period or after expiry of the said period. For this purpose, crushing season will be from 1st October to 30th April. If he leaves during the crushing period / season, he shall pay an additional amount of three months salary.

- (xi) The individual / employee further agree to abide by the terms and conditions of contract appointment and also if any changes made in the service conditions made by the Commissioner of Sugar and Cane Commissioner, A.P., Hyderabad from time to time.

8. The Surety hereby agrees to stand as Surety to the said Employee to compensate Commissioner of Sugar and Cane Commissioner, A.P. Hyderabad due to the non performance of OR non-compliance by the employee of the terms and conditions specified herein. The Surety hereby further agrees that no indulgence shown or concession granted to the employee shall have the effect of discharging the said surety or shall effect the liability arising out of this agreement to any extent whatsoever. This company (i.e. Cooperative Sugar Factory) shall have right to recover at its discretion the compensation amount due to either from the employee or from the surety or from both in lumpsum.

9. The Employee hereby agrees to give his permanent address as well as temporary address immediately within fifteen days from the change of address to the Employer otherwise the given address in the agreement shall be treated as the address for notice and for other purposes.

10. If the Employer suffers any loss on account of non performance of any of the conditions of this agreement by the employee or on account of his negligence, fraud, misconduct in the discharge of his duties or by reason of any of his omission or by reason of any embezzlement, the employer shall be entitled to recover the loss from the Employee or Surety assets both immovable and movable to recover the deficiency and to make good the loss. Nothing in this clause shall however in any way limit, impair or affect the personal responsibility of the Employee to the Employer for any loss or deficiency for which he may be liable under any of the provisions of the agreement.

11. In witness whereof the Parties hereto have signed this agreement hereunder.

WITNESS

EMPLOYEE

1.

2.

SURETY

For COMMISSIONER OF SUGAR